

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 09/08/2006	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125	CODE AMQ0310-ARC	7. ADMINISTERED BY (If other than Item 6) AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AMQ340-ARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA UNIVERSITY OF 1 1700 LEXINGTON AVE NORMAN OK 73019		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFAAC-06-D-00093	
		10B. DATED (SEE ITEM 13) 07/14/2006	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

\$0.00

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: 3.10.1-13 Changes--Cost-Reimbursement Section I.
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract modification 0001 is being issued to make the following administrative changes to the contract document. 1 Update the Section H Clause H.16, SECURITY - UNESCORTED ACCESS ONLY (SEPTEMBER 2003) CLA.4554 with the following H.16 SECURITY - Unescorted Access Only (June 2006) Changes in Red. Also add AMS Clause 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2005) to Section I.

H.16 SECURITY / UNESCORTED ACCESS ONLY (JUNE 2006) CLA.4554

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brent D. Foreman
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 15D. CONTRACT AUTHORITY 15E. SIGNATURE OF CONTRACTING OFFICER 15F. DATE SIGNED 9-12-2006

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO DTFAAC-06-D-00093 0001	3. EFFECTIVE DATE August 1, 2006	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
FAA, MIKE MONRONEY AERONAUTICAL CENTER Aviation, Medical, & Training Team (AMQ-310) P O BOX 25082 OKLAHOMA CITY OK 73125		FOR MORE INFORMATION CONTACT: Name: Brent D. Foreman Telephone No. (405) 954-7894 FAX No. (405) 954-3030	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO
Oklahoma University of 1700 Asp, Room 111 Norman, OK 73019		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER DTFAAC-06-D-00093
		10B. DATED (SEE ITEM 13) July 14, 2006
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

XX	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
XX	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	IMPORTANT: Contractor [] is not, [XX] is required to sign this document and return [2] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Contract referenced in Item 10A above for Air Traffic Instructional Support Services-Bridge Contract for the FAA Academy is hereby amended as follows

(See page 2 of 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) James P. Papas Vice President for Univ. Outreach	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 8/18/06
16B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
DTFAAC-06-D-00093/0001

PAGE 2 OF 6

NAME OF OFFEROR OR CONTRACTOR

OKLAHOMA UNIVERSITY OF 1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.</p> <p>(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.</p> <p>(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.</p> <p>(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.</p> <p>(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.</p> <p>(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.</p> <p>(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.</p> <p>(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.</p> <p>(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.</p> <p>(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:</p> <table><tr><td>Position</td><td>Risk Level</td></tr><tr><td>Employee class</td><td></td></tr><tr><td>Pseudo-Pilot</td><td>5</td></tr><tr><td>Pseudo-Pilot Supervisor</td><td>5</td></tr><tr><td>Training Materials Clerk</td><td>5</td></tr><tr><td>Desktop Publishing Technician</td><td>5</td></tr><tr><td>Training Materials Coordinator</td><td>5</td></tr><tr><td>Administrative Assistant (property)</td><td>5</td></tr><tr><td>Editorial Assistant</td><td>5</td></tr><tr><td>Computer Programmer I</td><td>5</td></tr><tr><td>Technical Writer</td><td>5</td></tr><tr><td>Computer Programmer II</td><td>5</td></tr><tr><td>Continued ...</td><td></td></tr></table>	Position	Risk Level	Employee class		Pseudo-Pilot	5	Pseudo-Pilot Supervisor	5	Training Materials Clerk	5	Desktop Publishing Technician	5	Training Materials Coordinator	5	Administrative Assistant (property)	5	Editorial Assistant	5	Computer Programmer I	5	Technical Writer	5	Computer Programmer II	5	Continued ...					
Position	Risk Level																														
Employee class																															
Pseudo-Pilot	5																														
Pseudo-Pilot Supervisor	5																														
Training Materials Clerk	5																														
Desktop Publishing Technician	5																														
Training Materials Coordinator	5																														
Administrative Assistant (property)	5																														
Editorial Assistant	5																														
Computer Programmer I	5																														
Technical Writer	5																														
Computer Programmer II	5																														
Continued ...																															

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
DTFAAC-06-D-00093/0001

PAGE 3 OF 6

NAME OF OFFEROR OR CONTRACTOR

OKLAHOMA UNIVERSITY OF 1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Education Specialist 5</p> <p>Computer Programmer III 5</p> <p>Computer Systems Analyst 5</p> <p>Graphics Artist 5</p> <p>Instructor (Flight Service) 5</p> <p>instructor (Flight Service SME) 5</p> <p>Instructional Systems Specialist 5</p> <p>Program Manager 5</p> <p>(d) Not later than (CO insert information; from 5 days, not to exceed a maximum of 30 days) after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.</p> <p>(1) The applicable Questionnaire, as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, shall be completed (all questions answered) in accordance with the instruction sheet. The Questionnaire may be submitted along with the OF-306 Declaration for Federal Employment, most current edition, for Low Risk positions.</p> <p>(2) One fingerprint card (FD-258). Fingerprinting facilities are available or coordinated through the SSE. Contractors must have a completed fingerprint check (and a favorable adjudication) before issuance of identification card. The Security and Investigations Division, AMC-700, will fingerprint contract employees. AMC-700 is located at the Headquarters Building, Room 321. All fingerprint cards shall be written in black or blue ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.</p> <p>(3) The applicant shall appear in person and provide two forms of identity source documents, in original form, to the PIV Registrar (also known as the SSE or authorized Trusted Agent). Acceptable identity source documents must be from the lists of acceptable documents identified by Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. The I-9 Form itself may or may not be used, but the applicant must still provide and have verified two source documents. At least one document shall be a valid State or Federal Government-issued picture Identification.</p> <p>(4) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72, Contract and Industrial Security Program, Chapter 5, paragraph 14.b, the investigative forms required for submission to Personnel Security shall include the OF-306, Declaration for Federal Employment, for positions requiring the fingerprint check only.</p> <p>Additionally, Moderate Risk positions requiring fiduciary responsibilities and High Risk Positions shall also include the DOT Form 1631, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act. This form shall also be submitted for High Risk positions. Lastly, for applicants with current or former military employment history, the SF-180, Request Pertaining to Military Records, must be submitted for Personnel Security to obtain the records from the Federal Records Center.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
DTFAAC-06-D-00093/0001

PAGE 4 OF 6

NAME OF OFFEROR OR CONTRACTOR

OKLAHOMA UNIVERSITY OF 1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Investigative Form submission should be as follows:</p> <ul style="list-style-type: none"> - Low Risk Positions with fingerprint checks only (example, title search, and credit union): <ul style="list-style-type: none"> FD-258 fingerprint card OF-306 Declaration for Federal Employment Record Check Requests (data entry sheet for Personnel Security) Identifier/accounting sheet - Low and Moderate Risk requiring a National Agency Check and Inquiries (NACI): <ul style="list-style-type: none"> FD-258 fingerprint card SF-85P Questionnaire for Public Trust Positions SF-180 Request Pertaining to Military Records Identifier/accounting sheet Moderate Risk Positions with Fiduciary responsibility requiring a NACI: <ul style="list-style-type: none"> FD-258 fingerprint card SF-85P Questionnaire for Public Trust Positions SF-180 Request Pertaining to Military Records Identifier/accounting sheet DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act - High Risk Positions requiring a Background Investigation (BI): <ul style="list-style-type: none"> FD-258 fingerprint card SF-85P Questionnaire for Public Trust Positions SF-180 Request Pertaining to Military Records Identifier/accounting sheet DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act <p>If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA; however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.</p> <p>For all contracts over 6 months in duration, the employee is considered permanent. The minimum background investigation requirement for permanent employees is a National Agency Check with Inquiries (NACI). If the contract includes positions that are temporary, seasonal, or under escort only, a FAA Form 1600-77 for each specific position shall be established, as investigative requirements may differ.</p> <p>(5) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:</p> <p>Mike Monroney Aeronautical Center Contracts: Mgr., Investigations and Internal Security Branch, AMC-700 Federal Aviation Administration 6500 S. MacArthur Blvd. Oklahoma City, OK 73169</p> <p>(6) The transmittal letter shall also include a list of the names of employees and</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
DTFAAC-06-D-00093/0001

PAGE 5 OF 6

NAME OF OFFEROR OR CONTRACTOR

OKLAHOMA UNIVERSITY OF 1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.</p> <p>(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.</p> <p>(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:</p> <p>(1) the submittal of all necessary forms within 30 days, and</p> <p>(2) completion of a suitability investigation by the SSE, subject to the following conditions:</p> <p>NONE</p> <p>(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.</p> <p>(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).</p> <p>(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.</p> <p>(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.</p> <p>The following Clause is to be included in Section I.</p> <p>3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2005)</p> <p>(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
DTFAAC-06-D-00093/0001PAGE OF
6 6

NAME OF OFFEROR OR CONTRACTOR

OKLAHOMA UNIVERSITY OF 1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>contracts is based upon fairness and merit.</p> <p>(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:</p> <p>(1) The names of all Subject Individuals who:</p> <p>(i) participated in preparation of proposals for award; or</p> <p>(ii) are planned to be used during performance; or</p> <p>(iii) are used during performance; and</p> <p>(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:</p> <p>(i) the award; or</p> <p>(ii) their retention by the contractor; and</p> <p>(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and</p> <p>(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.</p> <p>(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.</p> <p>(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.</p> <p>(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.</p> <p>(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:</p> <p>(1) Termination of the contract.</p> <p>(2) Exclusion from subsequent FAA contracts.</p> <p>(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.</p> <p>DISTR: TS</p> <p>FOB: Destination</p> <p>Period of Performance: 08/01/2006 to 01/31/2007</p>				

Update the Section H Clause H.16, SECURITY - UNESCORTED ACCESS ONLY (SEPTEMBER 2003) CLA.4554 with the following H.16 SECURITY - Unescorted Access Only (June 2006) Changes in Red.

H.16 SECURITY - UNESCORTED ACCESS ONLY (JUNE 2006)

CLA.4554

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
<u>Employee class</u>	
Pseudo-Pilot	5
Pseudo-Pilot Supervisor	5
Training Materials Clerk	5
Desktop Publishing Technician	5
Training Materials Coordinator	5

Administrative Assistant (property)	5
Editorial Assistant	5
Computer Programmer I	5
Technical Writer	5
Computer Programmer II	5
Education Specialist	5
Computer Programmer III	5
Computer Systems Analyst	5
Graphics Artist	5
Instructor (Flight Service)	5
instructor (Flight Service SME)	5
Instructional Systems Specialist	5
Program Manager	5

(d) Not later than (CO insert information—from 5 days, not to exceed a maximum of 30 days) after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) The applicable Questionnaire, as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, shall be completed (all questions answered) in accordance with the instruction sheet. The Questionnaire may be submitted along with the OF-306 Declaration for Federal Employment, most current edition, for Low Risk positions.

(2) One fingerprint card (FD-258). Fingerprinting facilities are available or coordinated through the SSE. Contractors must have a completed fingerprint check (and a favorable adjudication) before issuance of identification card. The Security and Investigations Division, AMC-700, will fingerprint contract employees. AMC-700 is located at the Headquarters Building, Room 321. All fingerprint cards shall be written in black or blue ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

(3) The applicant shall appear in person and provide two forms of identity source documents, in original form, to the PIV Registrar (also known as the SSE or authorized Trusted Agent). Acceptable identity source documents must be from the lists of acceptable documents identified by Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. The I-9 Form itself may or may not be used, but the applicant must still provide and have verified two source documents. At least one document shall be a valid State or Federal Government-issued picture Identification.

(4) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72, Contract and Industrial Security Program, Chapter 5, paragraph 14.b, the investigative forms required for submission to Personnel Security shall include the OF-306, Declaration for Federal Employment, for positions requiring the fingerprint check only.

Additionally, Moderate Risk positions requiring fiduciary responsibilities and High Risk Positions shall also include the DOT Form 1631, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act. This form shall also be submitted for High Risk positions. Lastly, for applicants with current or former military employment history, the SF-180, Request

Pertaining to Military Records, must be submitted for Personnel Security to obtain the records from the Federal Records Center.

Investigative Form submission should be as follows:

- Low Risk Positions with fingerprint checks only (example, title search, and credit union):
 - FD-258 fingerprint card
 - OF-306 Declaration for Federal Employment
 - Record Check Requests (data entry sheet for Personnel Security)
 - Identifier/accounting sheet
- Low and Moderate Risk requiring a National Agency Check and Inquiries (NACI):
 - FD-258 fingerprint card
 - SF-85P Questionnaire for Public Trust Positions
 - SF-180 Request Pertaining to Military Records
 - Identifier/accounting sheet
- Moderate Risk Positions with Fiduciary responsibility requiring a NACI:
 - FD-258 fingerprint card
 - SF-85P Questionnaire for Public Trust Positions
 - SF-180 Request Pertaining to Military Records
 - Identifier/accounting sheet
 - DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act
- High Risk Positions requiring a Background Investigation (BI):
 - FD-258 fingerprint card
 - SF-85P Questionnaire for Public Trust Positions
 - SF-180 Request Pertaining to Military Records
 - Identifier/accounting sheet
 - DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA; however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

For all contracts over 6 months in duration, the employee is considered permanent. The minimum background investigation requirement for permanent employees is a National Agency Check with Inquiries (NACI). If the contract includes positions that are temporary, seasonal, or under escort only, a FAA Form 1600-77 for each specific position shall be established, as investigative requirements may differ.

(5) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(6) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

The following Clause is to be included in Section I.

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2005)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

- (1) The names of all Subject Individuals who:
 - (i) participated in preparation of proposals for award; or
 - (ii) are planned to be used during performance; or
 - (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

(i) the award; or

(ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.